
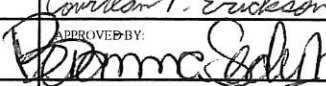



# WEBER COUNTY SUMMARY CONTRACT SHEET

CONTRACT NO. \_\_\_\_\_

The Originating Department and Preliminary Approval Sections must be completed BEFORE submitting contract for the agenda.

ORIGINATING DEPARTMENT			
<b>TYPE OF CONTRACT:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Change Order to Contract #			
<b>CONTRACTOR/VENDOR:</b> <u>Second District Juvenile Court</u>			
Address: <u>165 20th Street</u>			
Phone: <u>801 675-0853</u> Contact Person: <u>Mike Jones</u>			
W-9 Attached <input type="checkbox"/> N/A <input type="checkbox"/> Email: _____			
<b>CONTRACT TITLE:</b> <u>Community Partner Cooperative Agreement</u>			
<b>PURPOSE:</b> <u>Provide the Transfer Station with juveniles to pick up trash (1) day per week.</u>			
<b># OF ORIGINALS ENCLOSED:</b> at least 2 or 1/entity: _____		<b>ALL ATTACHMENTS INCLUDED:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>EFFECTIVE DATE:</b> <u>08/09/2018</u>		<b>TERMINATION DATE:</b> <u>06/30/2019</u>	
<b>ORG:</b> <u>40450430</u>	<b>OBJECT:</b> <u>640042</u>	<b>PROJECT:</b> _____	
<b>AMOUNT BY YEAR:</b> \$ <u>2080.00</u>		<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Expenditures	<input checked="" type="checkbox"/> One-Time <input type="checkbox"/> Ongoing
<b>COMMISSION PRESENTER + PHONE #:</b> _____			
<b>SPECIAL INSTRUCTIONS/COMMENTS:</b>  			
PRELIMINARY APPROVALS			
DEPARTMENT HEAD	APPROVED BY: 	DATE APPROVED: <u>8/15/2018</u>	<b>RECOMMENDED</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
COUNTY ATTORNEY	APPROVED BY: <u>Courtlan P. Erickson</u>	DATE APPROVED: <u>8-16-18</u>	<b>REVISIONS NECESSARY</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PURCHASING:	APPROVED BY: 	DATE APPROVED: <u>8-16-18</u>	<b>COMPLIES W/ PURCHASING POLICIES</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
COMPTROLLER:	APPROVED BY: 	DATE APPROVED: <u>8/16/18</u>	<b>BUDGET AVAILABLE:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>COMMENTS:</b> <i>I (Courtlan) replaced the signature page to match our typical format, I would also recommend getting the court's signature first, if possible, but that isn't required.</i>			
COUNTY COMMISSION APPROVAL			
<b>COMMISSION APPROVAL:</b> _____			<b>DATE APPROVED:</b> _____
<b>VOTING RECORD:</b> Ebert                      Gibson                      Harvey			
<b>COMMENTS:</b>  			
<b>RETURN AN ORIGINAL CONTRACT TO THE CLERK/AUDITOR'S OFFICE AFTER ALL SIGNATURES HAVE BEEN OBTAINED</b>			

## **COMMUNITY PARTNER COOPERATIVE AGREEMENT**

This agreement is dated as of August 9, 2018, and is between **Weber County Solid Waste** (Weber) and the **Second District Juvenile Court** (the "Court").

This contract is made in reference to the following facts:

The Court wants to provide meaningful opportunities for the youth involved in its work crew program to earn restitution and perform community service in fulfillment of their court obligations.

Weber County Solid Waste is willing to help provide an opportunity for court-ordered youthful offenders to earn court-ordered restitution and community service hours by providing the Court work Crew program with meaningful work to be done in the public interest.

The parties therefore agree as follows:

### **1. Period and Termination**

(a) Period: This agreement is for the time period from the agreement date above through June 30 2019, when the agreement will automatically terminate.

(b) Voluntary Termination: Either party may, upon 48 hours written notice to the other party, terminate the agreement at any time. Weber County Solid Waste shall pay the Court for all work rendered to the date of termination.

(c) Completion Termination: If the Court has provided, and Weber County Solid Waste paid for, service that has reached the period cost limit designated in Paragraph 3(d) and the parties do not increase the period cost limit in accordance with Paragraph 3(d), this agreement is terminated by completion.

### **2. Duties of the Court**

(a) Tasks: The Court agrees to provide juvenile work Crews for the purpose of cleaning trash and debris from the grounds of Weber County Solid Waste, including its landfill and waste-to-energy plant. The scope of services, however, shall not be limited to general picking up of trash and may include other appropriate services agreed upon by both Weber County Solid Waste and the Court work crew supervisors.

(b) Supervision: The youth on the work crews have generally committed minor misdemeanor infractions of the law; however, some youth may have been charged and adjudicated for major violations. Each crew will consist of, on average, six to eight youth, ages ranging from 10 to 17, and at least one deputy probation officer to supervise them as they work.

(c) Scheduling: Work schedules will be coordinated between the Court work crew supervisors and a representative of Weber County Solid Waste. No work will be performed on Sundays. Youth will work no more than eight hours on a non-school day and no more than five hours on a school day. The Court agrees to coordinate and provide transportation and supervision for the work crew youth participants.

(d) Billing Statement: The Court agrees to send a monthly Account and Billing Statement to Weber County Solid Waste on the first week of each month of the agreement period. This statement will reflect the amount of work performed under this agreement, separated by site -- the plant and the landfill -- for the previous month and the amount due by Weber County solid Waste to the Court for that work, as well as any arrearage or Credit. A blank copy of the Account and Billing Statement is attached to this agreement as Exhibit A.

(e) Notification of Funding Limit: The Court agrees to inform Weber County Solid Waste should the total amount of work performed by the Court under this agreement reach the maximum period cost designated paragraph 3(d) prior to the agreement termination as determined in paragraph 1. The Court will not charge Weber County Solid Waste for work performed in excess of the term cost limit set in paragraph 3(d) unless the maximum period cost had been increase in accordance with that same paragraph.

### **3. Duties of Weber County Solid Waste**

(a) Liability Insurance: Weber County Solid Waste agrees to provide liability insurance to cover the activities of the youth work crews. The youth on the work crews shall be considered employees of the Court and not of Weber County Solid Waste and the Court shall be responsible for any Worker's Compensation Insurance that may be required by law. The Court work crew employees and youth shall not be entitled to any benefits provided to Weber County Solid Waste employees beyond liability insurance.

(b) List of Work Projects: Weber County Solid Waste agrees to provide to the Court work crew program supervisors a list of approved work projects and assign the work to be done to the work crew program supervisors.

(c) Monthly Payment: In consideration for the Court's services, Weber County Solid Waste agrees to pay the Court the amount indicated as due on the monthly Account and Billing Statement within 30 days of receiving the Account and Billing Statement. Checks are to be made out to "The Second District Juvenile Court" Should the Weber County Solid Waste account become past due, the Court may elect to discontinue additional work under this agreement until Weber County Solid Waste has paid in full for work already done by the Court to that point.

(d) Maximum Period Cost: Weber County Solid Waste is not responsible to pay the Court more than **\$2,080.00** for work performed under this agreement for the term of the agreement (One hour per week for 52 weeks, at \$40.00 Per Hour). The Court is not required to meet this amount of work on either a monthly or annual basis. This estimated maximum amount reflects the average estimated cost of **\$160.00** per month for the landfill. If this annual amount is met and paid by Weber County Solid Waste to the Court prior to the termination of this agreement, Weber County Solid Waste may, with written notice to the Court, request to increase the amount of the maximum period cost for the remainder of the agreement period. If the Court agrees in writing to the increase, this maximum period cost is increased to the agreed-upon amount and Weber County Solid Waste agrees to pay the Court for work

performed up to the new maximum period cost.

#### **4. Miscellaneous**

(a) Rate of Labor: The cost to Weber County Solid Waste of the Court service work crew performed on site under this agreement calculated at \$40.00 for work up to the first hour, then \$20.00 for each completed 30 minutes after the first hour, per crew.

(b) Indemnification: Weber County Solid Waste shall have no responsibility for the actions of the Court personnel, agents, and volunteers, including the youth, who perform services for Weber County Solid Waste under this agreement. The Court agrees to indemnify and save harmless Weber County Solid Waste, its officers, agents, and employees from all suits, actions, or claims of any kind brought about because of any injuries or damage received or sustained by any person or property on account of the negligent operations of the Court or on account of or in consequence of any act of omission, neglect, or misconduct of Court personnel, agents, and volunteers when such claims or causes of action are not covered by the liability insurance discussed in paragraph 3(a) of this agreement. Weber County Solid Waste agrees to indemnify and save harmless the Court, its officers, employees, agents, and volunteers, including the youth, from all suits, actions, or claims of any kind brought about because of any acts of omission, neglect, or misconduct of Weber County Solid Waste personnel, officers, employees, agents, and representatives. By entering into this agreement, the Court does not waive their protections and immunities granted under the Utah Government Immunity Act, Utah Code 63G-7-101.

(c) Writing Requirement: This agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

(d) Governing Law: This agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

(e) Authorization: The individuals executing this agreement on behalf of the Court and Weber County Solid Waste verify that they are authorized to enter into this agreement on behalf of the Court or Weber County Solid Waste.

(f) Copy of Agreement: During the period this agreement is in force, both Weber County Solid Waste and the Court agree to keep a copy filed with their respective official keeper of records.

(g) Addresses: All notices required under this agreement shall be delivered to the following addresses:

#### **Weber County Solid Waste**

867 West Wilson Lane

Ogden, Utah 84401

801-726-3586

#### **Second District Juvenile Court**

165 20th Street

Ogden, Utah 84401

801-334-4777

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

SECOND DISTRICT JUVENILE COURT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_